

## Terms & Conditions

Upon TigerTMS's acceptance of this executed Customer Service & Software Support Agreement, TigerTMS agrees to provide, and 4Sight Communications (Customer) agrees to purchase and accept services on the Solution subject to the terms and conditions set out below.

### TigerTMS's Responsibilities.

Upon Customer reporting an incident, TigerTMS shall i) accept and acknowledge receipt of the incident report by either telephone or email and ii) confirm by telephone that the Customer has carried out the procedures necessary to establish that the incident is not external to the Solution, and as necessary interrogate the system via Remote Access, perform diagnostic routines to determine the exact nature of the reported incident and identify any remedial action required.

Response Options are as follows:

**Option 1** – TigerTMS Care Agreement - Remote Standard - 09:00-17:30 - Monday to Friday excluding public holidays with 4 working hours on Critical Incidents and 8 working hours on all other Incidents.

**Option 2** – TigerTMS Care Agreement - Remote Premium- 24\*7\*365(6) with 4 hours on Critical Incidents and 8 hours on all other Incidents.

**Option 3** – TigerTMS Care Agreement - Classic Standard - 09:00-17:30 Monday to Friday excluding public holidays with 8 hours response

**Option 4** – TigerTMS Care Agreement - Classic Premium- On Site Visits 09:00-17:30 Monday to Friday excluding public holidays, Remote support available 24\*7\*365 with 4 hours response

TigerTMS shall use reasonable efforts to meet the Response Time listed above. The targets for Critical Incidents shall apply to reported incidents where more than 30% of users cannot substantially use the functionality of the Solution and/or Customer cannot substantially conduct its normal business. TigerTMS shall use reasonable efforts to resolve reported incidents within the scope of this Agreement. As part of the TigerTMS Support Program, TigerTMS may deliver, install and commission updates and/or upgrades on to the system, from time to time. TigerTMS shall automatically grant Customer a non-exclusive licence to use such upgrades in association with the system. For the avoidance of doubt, any and all installation and hardware costs associated with such software upgrades will be payable by Customer at TigerTMS's then current charges. TigerTMS's responsibilities under this Agreement apply solely to TigerTMS supplied hardware and licenced software. Expressly excluded from TigerTMS's responsibilities are the Customer network infrastructure, servers and computers. Consumable items (such as batteries, printer ribbons etc) shall not be covered by this Agreement. All parts or replaced units shall become the property of TigerTMS. In the event of an incident being reported to TigerTMS which is found to be external to the Solution or due to an incorrect configuration change made by Customer without TigerTMS's approval, TigerTMS reserves the right to make an additional charge at current service rates. TigerTMS reserves the right to issue a software update to resolve an incident. For the avoidance of doubt the labour and materials required to apply that update shall be subject to an additional charge. TigerTMS is not obliged to provide services for Solutions that are more than one (1) release below the then current release of software or where any element of the Solution is no longer generally supported by either TigerTMS or other manufacturers (e.g. server operating system). For the avoidance of doubt the labour and materials required for those services shall be subject to an additional charge. TigerTMS is not obliged to provide the services on premises other than the Installation Address. TigerTMS reserves the right to audit the Solution before acceptance of this Agreement or at any time during the term of the Agreement in order to verify that the configuration of the Solution is as per the Agreement and is in a serviceable condition. In the event that a previous Agreement has lapsed for a period of more than 90 days, the Customer will be charged a re-enlistment fee of £500 to re-activate the service.

### Exclusions and Limitation of Liability.

**TigerTMS** shall have no obligations under this Agreement in respect of; i) any incidents arising from the installation, which has not been carried out by **TigerTMS** or its appointed representative; ii) any equipment or software which has not been provided by **TigerTMS**, such as servers, switches, routers, PCs etc; iii) any part of the Solution which was defective prior to the Effective Date of the Agreement, iv) equipment which has been subjected to unreasonable physical or electrical stress or excessive temperature levels, v) any incidents arising from misuse, accident or negligence by Customer or any other party. Except where otherwise expressly stipulated in the Agreement the following provisions set out **TigerTMS's** entire liability (including liability for the acts and omissions of its employees, agents and sub-contractors) to the Customer in respect of any breach of its obligations arising under the Agreement and any representation, statement or tortious act or omission including negligence arising under or in connection with the Agreement. **TigerTMS's** liability to the Customer for death or injury resulting from its own or that of its employees' or sub-contractors' negligence and all damage suffered by the Customer as a result of breach of the implied statutory undertakings as to quiet possession and freedom from encumbrances shall not be limited. **TigerTMS** will be liable to the Customer in respect of damage to the tangible property of the Customer resulting from the negligence of **TigerTMS**, its employees, agents and sub-contractors provided that **TigerTMS's** entire liability in respect of such damage shall be limited to a maximum of £50,000. **TigerTMS** will not be liable to the Customer for loss of profits, business, goodwill, anticipated savings or any type of indirect or consequential loss (including loss or damage suffered by the Customer as a result of an action brought by a third party or the unauthorised use of the Solution). **TigerTMS** will not be liable to the Customer for any loss or damage resulting from any act or omission of the Customer or its other contractors or sub-contractors or its agents or any of them or by any event outside **TigerTMS's** reasonable control. If the Customer attaches to, or allows any third party to attach to the Solution, any equipment or software not approved by **TigerTMS** for connection to the Solution, then such attachment and subsequent use shall be at the sole risk and expense of the Customer, and the Customer shall indemnify **TigerTMS** for any expenses, damages, claims or other costs incurred by **TigerTMS** as a result of the Customer's said attachment and use. **TigerTMS** does not warrant or represent that the Solution is, or the services provided under this Agreement will render the Solution, immune from fraudulent intrusion or unauthorised use (including its/their interconnection to long distance networks) and accordingly **TigerTMS** will not be liable for any loss, damage, cost or expense directly or indirectly occasioned thereby. Customer hereby agrees and confirms that the Customer shall be responsible for identifying the occurrence of any fraudulent or unauthorised activity affecting the Solution. **TigerTMS** accepts no liability whatsoever, for the un-supervised integration of its voice and data solutions to any other network component and/or third-party software or the specified functionality or continued performance and security measures of any third-party software. While it is accepted that no system can be fully protected against external intrusion, for example, virus infection, worms, etc, **TigerTMS** strongly recommends that Customer implements sufficient security and housekeeping policies and procedures so as to ensure that **TigerTMS** solutions within the Customer network are protected from any third-party failure or influence. Nothing in the Agreement shall detract from any of the Customer's rights or **TigerTMS's** obligations which under the laws of England & Wales it is prohibited from seeking to exclude or limit. **TigerTMS** may assign this Agreement to any other person at any time by giving notice to the Customer. The Customer may not assign this Agreement without **TigerTMS's** prior written consent, which consent shall not be unreasonably withheld.